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March 1, 2023

**Demand Via Certified Mail with Return Receipt**  
**Demand and Records via Email to [j\\_stephenson@sls-usa.com](mailto:j_stephenson@sls-usa.com)**  
Cherokee Insurance  
ATTN: Claims Department  
PO Box 159  
Warren, Michigan 48090

**\*\*\*O.C.G.A. § 9-11-67.1 TIME-LIMITED DEMAND\*\*\***

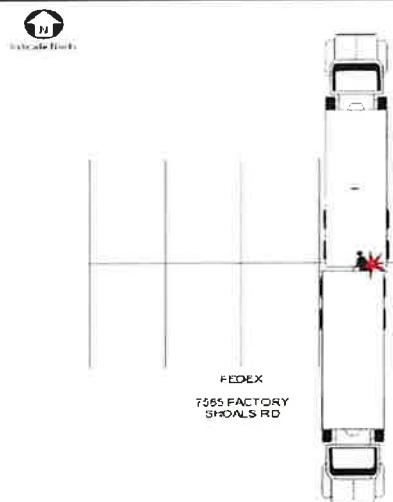
RE: Our Client: Laziz Umarov  
Your Claim #: AL163275  
Date of Injury: 05/18/2022  
Your Insured: P.A.M. Transport, Inc. & Timothy Kane

To Whom It May Concern:

Our firm represents Laziz Umarov in his claims for personal injury after being crushed between two trucks due to the fault of your insured. Today I enclose medical records, medical bills, and other documentation in support of a policy limits demand of \$1,000,000.00 made pursuant to O.C.G.A. §§ 9-11-67.1, 51-12-14, and 24-4-408.

**YOUR INSURED'S LIABILITY**

On May 18, 2022, Mr. Umarov was finishing securing cargo in the back of his truck. Your insured either caused his truck to reverse into Mr. Umarov or allowed his truck to roll back into Mr. Umarov. Regardless, the result was that Mr. Umarov was crushed between your insured's truck and his own:



As a witness to the event relayed to the responding officer, Mr. Umarov was left screaming in agony until the pain caused him to black out:

Witness #1 was walking back to his truck, which was parked parallel to the pedestrian's truck, when he saw that man pinned, screaming loudly before losing consciousness.

As such, we do not see negligence as an issue in this case, nor can it be disputed that this was a extremely significant and painful event.

#### **LAZIZ UMAROV'S INJURIES**

Mr. Umarov was crushed between the trucks, fracturing numerous ribs, his sacrum, and other injury to his neck and back. He was taken by EMS to Grady Hospital and placed on oxygen and fitted with a c-collar:

Pt is admitted waiting on bed. Pt was crushed between 2 18 wheelers at work. Pt has RT rib fx 1,2,5,8,9,10 And L rib fxs 2,5,6 pt is on 4 liters o2 NC. Pt is A & O x 4 airway patent. Pt has back pain and lumbar ecchymosis and sacral 5 fx. Pt is tachy at 119 states it hurts to take deep breaths has trace bi lat pneumos and is a little SOB diminished on both sides. Pt gcs 15 A & O x 4 airway patent. Pt able to speak full sentences. Pt in bed in c collar with sides rails up will continue to monitor.

He would continue to report increased chest, abdominal, and back pain and spent over a week in the hospital.

Upon being released, he began treating with Suburban Orthopaedics, who referred him to physical therapy for his injuries. We have attached all records related to such treatment for your review.

As of the date of this letter, my client's medical bills total \$143,338.89.

In evaluating a person's pain and suffering, juries are instructed to evaluate how the wreck interfered with the plaintiff's normal living, interfered with enjoyment of life, or caused impairment of bodily health and vigor, fear of extent of injury, shock of impact, actual pain and suffering (past and future), mental anguish (past and future), and the resulting need to limit activities. *Food Lion, Inc. v. Williams*, 219 Ga. App. 352, 464 S.E.2d 913 (1995).

The pain that Mr. Umarov suffered from being crushed by two 18-wheelers is the worst he will ever feel in his life. It was so extreme that it caused him to black out as his body was mangled. He undeniably suffered shock and fear at the time of impact and resulting uncertainty as the extent of his injuries. He was forced to undergo months of continuing treatment that interfered with his daily life and caused him severe mental and emotional pain.

#### **DEMAND**

**We hereby demand tender of the policy limits of \$1,000,000.00 to resolve Mr. Umarov's claims for bodily injury in exchange for a general release.**

This demand is made contingent upon your insured certifying available coverage as \$1,000,000.00, i.e., your insured certifies that there is no other policy available that could provide him coverage for this crash.

This demand is open for acceptance for 30 days from your receipt of it via certified mail. Acceptance may be sent via email to Tyler@GWTrial.com, via fax to 404-330-9206, or via mail to 3217 S Cherokee Lane, Suite 740, Woodstock, GA 30188. Payment must be received within 40 days of your receipt of this demand.

We ask you inform your insured that it has the right to hire an attorney to represent it against you and it has the right to demand that you pay this demand in order to protect its personal assets from a verdict in excess of your policy limits.

If you have any questions or concerns, please don't hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'TR Watkins', with a horizontal line drawn above it.

Tyler R. Watkins, Esq.